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Remarks

This is in response to the Final Office Action mailed on May 2, 2007. Claims 1, 3-10, 12-18, and 20-25 are pending in the application and were rejected. With this response, claims 1, 6, 9, and 18 are amended. The remaining claims are unchanged, no new claims are added, and no claims are canceled.

Claim 6 has been amended to correct a typographical error.

Claims 1, 3-10, 12-18, and 20-25 were rejected under 35 U.S.C. 103(a) as being obvious over Jones in view of Wren and further in view of Killeen. Applicants have amended the claims to overcome the rejections and to patentably distinguish the claims from the combination of Jones, Wren, and Killeen.

For example, the claims have been amended to read, "negotiating fees to be charged to the user based upon estimating profitability and the desired level of service prior to providing services under the service agreement." This clarified feature is not shown in Jones, Wren, or Killeen. In Jones, for example, the system provides a factor model approach that is laid on top of a pricing kernel model to simulate returns of a plurality of asset classes, and ultimately financial products such as securities or portfolios of securities (Column 3, lines 33-36). All of this is available to a user after an investor becomes a user or a customer of the system. Financial modeling in Jones, such as "estimating profitability" does not occur "prior to providing services under the service agreement" as set forth in the claims. Jones simply does not teach or make obvious the features of "estimating profitability and the desired level of service prior to providing services under the service agreement." Rather, estimating profitability is part of the services provided after any service agreement is entered. Additionally, there is nothing from Jones or the prior art to lead one skilled in the art to create a system that first estimates profitability in Jones and then simulates returns after the user sign up to be a customer as would happen in Jones. Accordingly, Jones does not show or make obvious this feature

These features are not shown in or made obvious from Wren or Killeen, either. Wren does not teach or make obvious any of the features in "developing a service level agreement with a user which includes a desired service level" or one that "develops a service level for the user" as set forth in the claims. Killeen could arguably provide different levels of features in available products, but it certainly does not teach or make obvious

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"negotiating fees to be charged to the user based upon estimating profitability and the desired level of service prior to providing services under the service agreement" as set forth in the claims.

Further, the claims have been amended to include the features of "developing a financial model for a user utilizing computer coaching and live coaching wherein the coaching includes permitting the user to enter a dialogue with one of a computer-generated coach and a live coach . . . and using the financial model utilizing said computer coaching and said live coaching" or one where a "computer counseling subsystem and live counselor subsystem both permit dialogue with the user . . . where the amount of available usage of both the computer counselor subsystem is determined by the user's service level agreement" as set forth in the claims. While Wren might offer phone access to a live support person, it does not teach or make obvious "developing a financial model for a user utilizing computer coaching and live coaching." In addition, Killeen does not offer or make obvious to offer a "combination of amounts of available computer coaching and live coaching" as part of its list of features in available products such as that set forth in the claims of the present application.

Because these features are missing from each of the references separately, these features would be missing from any proposed combination of references. Accordingly, Applicants respectfully submit that the amended claims are patentably distinguishable from a combination of Jones, Wren, and Killeen.

Applicants respectfully request removal of the rejection and also favorable action and allowance of the application.

Conclusion

Applicants submit that all pending claims are allowable over the art of record and respectfully request that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach Rudolph P. Hofmann at (612) 607-7340. If any fees are due in connection with

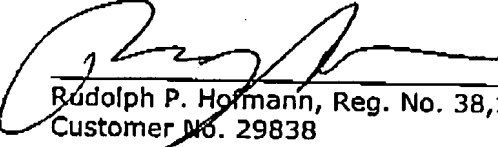
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the filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Docket 60021-375502).

Respectfully submitted,



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